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**CURRENT TOPICS.**

IT IS NOT often that a vacation judge is called upon to decide a question of such importance as that which formed the subject of the judgment of FARWELL, J., in *Taff Vale Railway Co. v. Amalgamated Society of Railway Servants* (reported elsewhere). Hitherto it has been generally assumed that a trade union, being an unincorporated association, was not liable to be sued, and in *Lyons v. Wilkins* (46 W. R. 461), where a trade union had been made a defendant, the society was struck out by BYRNE, J., at the hearing. It does not appear that upon that occasion the matter was made the subject of argument, but it has now been fully discussed before FARWELL, J., and in a considered judgment that learned judge has held that a trade union is capable of being made a defendant in an action of tort, and, to the extent of its funds, is responsible for wrongful acts committed by its agents; and as a corollary he has held that the trade union can be restrained by injunction from allowing such acts to be committed. As the strike out of which the question has arisen is now at an end there will, of course, be no appeal, but it is unfortunate that a matter of such importance should not be submitted to a higher tribunal. It is not denied that in general it is only an individual or a corporation which is capable of being sued, but in the case of trade unions FARWELL, J., considers that the capacity to be sued is a result of the statutes under which trade unions have been legalized. Formerly any combination among workmen to raise wages was treated as criminal, but the rule was relaxed by 6 Geo. 4, c. 129, and was finally abolished by the Trade Union Act, 1871. Section 2 of the latter statute provided that the purposes of a trade union should not, by reason merely that they were in restraint of trade, be deemed to be unlawful, so as to render a member liable to criminal prosecution for conspiracy or otherwise, and provision was made for the registration and regulation of trade unions. By section 7 land not exceeding one acre could be held by trade unions, and by section 8 all real and personal estate of a trade union was to be vested in trustees. The natural persons to sue or be sued in respect of such property would be the trustees and express provision to this effect is made by section 9.

IT WOULD seem to follow from this statutory provision for the vesting in trustees of the property of trade unions, and for the bringing and defending of actions by the trustees, that the Legislature were perfectly cognizant of the fact that since incorporation was no part of the scheme for legalizing trade unions, such societies could not appear as plaintiffs or as defendants in legal proceedings. FARWELL, J., however, holds that the capacity to sue or be sued is a result of the statutory capacity to hold property. "Although," he says, "a corporation and an individual or individuals may be the only entities known to the common law who can sue or be sued, it is competent to the Legislature to give to an association of individuals, which is neither a corporation nor a partnership nor an individual, a capacity for owning property and acting by agents, and such capacity in the absence of express enactment to the contrary involves the necessary correlative of liability to the extent of such property for the acts and defaults of such agents." And subsequently, "The Legislature, in giving a trade union the capacity to own property and the capacity to act by agents has, without incorporating it, given it two of the essential qualities of a corporation, essential, I mean, in respect of liability for tort, for a corporation can only act by its agents and can only be made to pay by means of its property. . . . The proper rule of construction of statutes such as these is that in the absence of express contrary intention the Legislature intends that the creature of the statute shall have the same duties, and that its funds shall be subject to the same liabilities, as the general law would impose on a private

individual doing the same thing. It would require very clear and express words of enactment to induce me to hold that the Legislature had in fact legalised the existence of such responsible bodies with such wide capacity for evil." These are obviously principles of great importance, and before they can be accepted as correct they will require further discussion, especially as their effect is to alter entirely the prevailing opinion as to the liability of trade unions to an action. Seeing that the Legislature made express provision for trade unions in certain respects, the inference would seem to be that their legal capacity was recognized only to the extent of these provisions, and that further incidents were not left to be implied. It may be desirable that trade unions should as unions be made amenable to the law, and that their funds should be made liable to pay compensation for any wrongs done under their auspices; but no provision to this end is made by the statute, and the Legislature have stopped short of incorporation which would unquestionably have been efficient for this purpose. Mr. Justice FARWELL's judgment, if we may say so, is excellent for its lucidity and reasoning, save for that one point which leaves a doubt not likely at present to be solved. Does it not carry the capacities of trade unions further than the Act of 1871 warrants?

THE DECISION OF KENNEDY, J., in the recent case of *Beckhuson v. Hamblet* (1900, 2 Q. B. 18), shews that a commercial usage adopted solely for the sake of convenience may have an important effect upon the contractual rights of parties. The defendant had instructed a firm of brokers on the Stock Exchange to purchase for him 210 shares in a certain undertaking. The brokers had instructions from other clients to purchase further shares, and they lumped the various orders together and purchased 360 of the shares in their own names from the plaintiffs, who were jobbers on the Stock Exchange. Subsequently they appropriated in their books 210 of the shares so purchased to the defendant, but before the day for settlement arrived, the stockbrokers were declared defaulters, and their current transactions were closed in accordance with rule 177 of the Stock Exchange rules. This requires that in every case of failure, the official assignee shall publicly fix the prices current immediately before the declaration, and at these prices all transactions shall be closed and the differences paid to or claimed from the official assignee. The entire 360 shares were in this manner bought back by the plaintiffs and a difference of £93 2s. 6d. was due to them from the official assignee. But on finding that a portion of the shares had been purchased for the defendant, they tendered such portion to him, and upon his refusal to accept them the plaintiff sold them and sued him for £186 7s. 6d., being the deficiency in the price realized upon the contract price. Had the stockbrokers made a contract for the purchase of 210 shares separately, it appears that the claim would have been good. The procedure of rule 177 only relates to the settlement of the affairs of members of the Stock Exchange as between themselves, and does not interfere with their rights or liabilities as regards outsiders. Apart from the special usage of the Stock Exchange, the contract would be made by the brokers as agents for their client, and the jobbers would have the right to sue the principal upon discovering who he was. In the present case, however, the brokers did not enter into a contract in accordance with their instructions from the defendant. Their contract was to buy 360 shares, and this contract in its entirety was one which the jobbers could not impute to the defendant; and if the whole was not his, they could not split it up and attribute to him a part. The point can be tested at once by assuming that the defendant had been desirous of enforcing the contract. Obviously he could not have compelled the jobbers to deliver less than 360 shares, and this was beyond the instructions he had given to the brokers. In the similar case of *May v. Angeli* (13 T. L. R. 568), Lord Esher, M.R., used the same argument to shew that the contract made by the brokers could not be regarded as the contract of the client; and in the present case, therefore, the defendant was held not to be liable at the suit of the jobbers.

AN INTERESTING decision on the Workmen's Compensation

Act, 1897, was given on the 27th ult. in the Gloucester County Court by Judge ELLICOTT in *Cooke v. Wibbey*. The plaintiff, who was twenty-eight years of age, had for ten years worked at the defendant's saw-mills, first as a labourer and then as a machinist. In January of this year, while working at a spindling machine, he met with an accident which interfered seriously with the use of his left hand. Before the accident he was paid at the rate of 5½d. an hour, and was earning 28s. 6d. a week. After he had recovered from the immediate effects of the accident he returned to his employer's works upon the understanding that suitable work should be found for him, and that his employer should take steps to ascertain the value of his work. This, however, the employer failed to do, but offered him the same rate of wage as before—namely, 5½d. an hour. In justification he alleged that the plaintiff, though incapacitated for his former work, was still worth his old pay on the ground of his being a skilled machinist and a diligent workman. The plaintiff declined to take this view, and refused the wages, and after a fortnight left the employment. The case of a workman refusing to accept wages at a higher rate than his market value is unusual, but having regard to the recovery of compensation under the Act the position which the plaintiff took up was quite intelligible. Under clause 2 of the first schedule the weekly payment by way of compensation is to be fixed by considering the difference between the amount of the average weekly earnings of the workman before the accident and the average amount which he is able to earn after the accident; and if he receives the same rate of wages as before—though in part by way of gratuity—the criterion for ascertaining the compensation is gone. Upon this ground the Court of Appeal, in *Irons v. Davis* (47 W. R. 616; 1899, 2 Q. B. 330), deprived a workman, who had returned to his old employment at his former wages, of compensation of 2s. 6d. a week, which had been awarded him in the county court, though one penny a week was allowed to stand in order to secure to the workman the chance of having the amount reviewed at a future date under clause 12. In the present case Judge ELLICOTT held that the workman was justified in refusing to remain in his employer's service at a fictitious rate of pay. "It could never have been intended," said the learned judge, "that an employer should have the power, by offering a payment which was in part gratuitous, and which was declined upon that ground, to indefinitely postpone the making of an award. . . . To offer a gratuity was neither to find employment nor to pay a wage. Such a course, besides destroying the workman's chance of estimating the market value of his work, would seem to prejudice his position in the event of the employer's bankruptcy; for the insurer's liability did not arise until compensation was assessed, and the charge conferred by section 5 of the Workmen's Compensation Act, 1897, appeared to be confined to sums ascertained before bankruptcy." Upon the evidence it appeared that the difference between the present and the former value of the plaintiff's work was 8s. 8d. a week, and he was awarded accordingly a weekly payment of 8s. until variation or redemption under clauses 12 and 13 of the schedule.

SOME RECENT prosecutions by the Commissioners in Lunacy raise a question which, it is to be hoped, will be considered before the much-debated Lunacy Bill is reintroduced into Parliament. When the Legislature forbade the detention of "lunatics" in unlicensed houses there is no doubt that it intended the prohibition to be restricted to persons who were, in the legal sense of the term, of "unsound mind." But this intention was not formally expressed; and on the strength of the ambiguous definition of "lunatic" in section 341 of the Act of 1890 a tendency has grown up to try and draw cases of eccentricity or insanity of a degree which would not be fatal to civil capacity within the range of the penal sections. It would be well if this matter were put right in any fresh lunacy legislation. The early treatment of incipient insanity is of the utmost importance. It will never be generally attained if medical men who undertake the care of patients in stages of mental disturbance falling far short of "unsoundness of mind" are not adequately protected from prosecution.



## EXTRINSIC EVIDENCE IN THE CONSTRUCTION OF WILLS.

A VERY interesting decision upon the extent to which extrinsic evidence is admissible in construing a will was given by the Court of Appeal (Lord ALVERSTONE, M.R., and COLLINS, L.J.; RIGBY, L.J., *diss.*) recently in *Re Grainger* (48 W. R. 673). For the purpose of applying the directions contained in a will extrinsic evidence is of course frequently necessary. "If," it has been said, "a testator devise the house he lives in, or his farm called Blackacre, or the lands which he purchased of A., parol evidence must be adduced to shew what house was occupied by the testator, what farm is called Blackacre, or what lands were purchased of A., such evidence being essential for the purpose of ascertaining the actual subject of disposition": Jarman on Wills (5th ed.), p. 397. This rule applies when the construction of the will, so far as the language is concerned, is clear, and it is simply a question of discovering what is the effect of that language when applied to the actual facts. To do so it is necessary to know what the actual facts are, and, so far as such facts do not appear upon the will itself, they must be ascertained by evidence outside the will.

But the question of the admission of extrinsic evidence is attended with more difficulty when an attempt is made to use it in order to assist the construction of the will. The principle has sometimes been enunciated that since a will is required to be in writing, no evidence outside the writing itself can be used in construing it. But a distinction has been drawn between admitting evidence for the purpose of proving directly the intention of the testator and evidence for the purpose simply of placing a construction upon, or expounding, the will. "Courts of law," it is said in Wigram on Extrinsic Evidence, "though precluded from ascribing to a testator any intention not expressed in his will, admit their obligation to give effect to every intention which the will, properly expounded, contains. The answer, therefore, to the question [What extrinsic evidence is admissible?] must be, that any evidence is admissible which, in its nature and effect, simply explains what the testator has written; but no evidence can be admissible which, in its nature and effect, is applicable merely to the purpose of shewing what he intended to have written: In other words, the question in expounding a will is—not what the testator meant, as distinguished from what his words express—but simply, What is the meaning of his words? And extrinsic evidence, in aid of the exposition of his will, must be admissible or inadmissible with reference to its bearing upon the issue which this question raises."

In certain special cases, indeed, direct evidence of the testator's intention is admissible. This, however, is not for the purpose of removing any doubt which arises upon the construction of the will itself, but only for the purpose of removing a doubt which arises when it is sought to apply the words of the will, as already construed, to external facts. In other words, evidence of intention is not admissible for explaining a patent ambiguity—one which appears upon the face of the will—but it is admissible for removing a latent ambiguity—one which is not disclosed till it is sought to apply the directions of the will to the subjects of the testator's gifts or to the objects of his bounty. "Where," it is laid down in Wigram on Extrinsic Evidence, "the object of a testator's bounty, or the subject of disposition (*i.e.*, person or thing intended), is described in terms which are applicable indifferently to more than one person or thing, evidence is admissible to prove which of the persons or things so described was intended by the testator."

But where the words of the will are themselves ambiguous, although the ambiguity cannot be removed by direct evidence of the intention of the testator, yet the court is entitled to be put in possession of the surrounding circumstances, so as to be able to decide what, having regard to such circumstances, is a reasonable inference with regard to the intention of the testator as expressed by the words which he has used. Where the meaning of the words is clear, there is, of course, no necessity to call in extrinsic evidence to expound them. The principle in question applies only when, by reason of their difficulty, they stand in need of some indication as to the testator's meaning; and then the judge is entitled, by being put in the position of the testator, to be

enabled to decide what was the intention which the testator had in his mind. "Though," it is said in Jarman on Wills (5th ed., p. 393), "it is the will itself (and not the intention as elsewhere collected) which constitutes the real and only subject to be expounded, yet, in performing this office, a court of construction is not bound to shut its eyes to the state of facts under which the will was made; on the contrary, an investigation of such facts often materially aids in elucidating the scheme of disposition which occupied the mind of the testator. To this end it is obviously essential that the judicial expositor should place himself as fully as possible in the situation of the person whose language he has to interpret."

In the same spirit it was said by LINDLEY, L.J., in *Dashwood v. Magniac* (1891, 3 Ch. 306), in reference to the incorporation of custom in a written contract or in a grant or devise: "The law is not so unreasonable as to deny to the reader of an instrument the same light which the writer enjoyed." It is always to be remembered, however, that evidence of surrounding circumstances can only be used for the purpose of ascertaining the proper construction of the testator's language; it cannot be employed to set up an intention which the testator has not expressed, however likely it may be that such conjectural intention would have been in accordance with his wishes. "When the court," it was said by SUGDEN, C., in *Attorney-General v. Drummond* (1 Dr. & War. 367), "has possession of all the facts which it is entitled to know, they will only enable the court to put a construction on the instrument consistent with the words; and the judge is not at liberty, because he has acquired a knowledge of those facts, to put a construction upon the words which they do not properly bear."

In the case of *Re Grainger* (*supra*) a testator, after directing that all his just debts and funeral and testamentary expenses should be paid as soon as conveniently might be after his decease, made a specific legacy of plate, &c., and a devise of certain real estate. He next gave a number of general pecuniary legacies, amounting together to a sum of between eleven and twelve thousand pounds, and then he proceeded to give "all the residue and remainder of the sum of £9,187 lent on mortgage to Sir JOHN LAWSON, . . . and of the sum of £4,000 lent on mortgage to Mrs. ELIZA KIRK, . . . after payment of my just debts and funeral expenses, and the expenses of proving this my will" to certain Roman Catholic priests. There was no general residuary gift. The testator used a printed form of will, and it is worthy of notice that the first direction for payment of debts was part of the printed form, but the rest of the will was in the testator's own handwriting. The position of the words "all the residue and remainder" of the mortgage sums obviously raised a very neat point of construction. Taking this bequest by itself, without reference to anything which had gone before, the meaning would be clear enough. The testator was dealing with the balance of the £13,187 after payment thereof of his debts, &c. But if the gift was to be construed in connection with what had gone before, it was open to a very different construction. The testator had just given some £11,000 in legacies without specifying any property out of which the legacies were to come. He was now going to deal with property worth £13,000. If he intended the legacies to be paid out of the moneys lent on mortgage, what more natural than that he should proceed to deal with the "rest and residue" of the £13,000? The express deduction from this sum of the debts and funeral and testamentary expenses is somewhat against this view; for if the testator meant to deduct also the legacies it would have been easy for him to say so. Why, however, should he deduct the legacies over again if he thought that he had already deducted them in using the words "all the residue," &c.?

In this state of uncertainty as to the proper meaning of the will it would seem to be natural to have recourse to the principle stated above, and to seek to discover by the aid of the surrounding circumstances what was really the meaning with which the testator used the words. RIGBY, L.J., was opposed to this course on the ground that a construction could be placed on the will without bringing in extrinsic evidence. "It must be borne in mind," he said, "that a will is not ambiguous by reason only that it is difficult of construction. If it is finally held to bear a particular construction, that must govern its legal meaning, notwithstanding any difficulty that the courts may have felt in

arriving judicially at the construction. It is only ambiguous when, after full consideration, it is determined judicially that no interpretation can be given to it."

But with deference to the learned judge this *dictum* seems to reduce to a very narrow sphere the wholesome rule that the court in construing the testator's will is entitled to a knowledge of the relevant circumstances under which it was made. It is just when the difficulty arises upon the words, and the court is seeking to ascertain what construction they should properly bear, that the knowledge of the surrounding circumstances is useful. If the court determines by all means, if possible, to put a construction upon the will itself, and to avoid resort to external evidence, the true meaning of the words as the testator used them may be quite lost. It is in the grappling with the difficulty which they cause that the knowledge of extrinsic circumstances is required. In the view of RIGBY, L.J., the words in question could be construed as giving, under the bequest of the residue of the mortgage sums, all that remained after deducting only the debts, &c. Hence he thought any extrinsic evidence was inadmissible. Both the Master of the Rolls and COLLINS, L.J., on the other hand, were inclined, on the will itself, to give the opposite effect to the words, and to treat "residue and remainder" as meaning what was left after payment of the legacies given just before. At any rate, if this view was not correct, the will, they considered, was ambiguous, and the case, therefore, was one for the admission of parol evidence. When this was brought in there was not much room for doubt as to the scheme which the testator had in his mind. At the time he made his will he had practically no property, except the chattels and real estate specifically devised, and the £13,000 out on mortgage. He subsequently acquired, on the death of his mother, a further sum of about £10,000, which was still in his possession at the time of his death; but there was no evidence to suggest that he contemplated the receipt of this legacy at the time when he made his will. Considering the improbability that he would give large pecuniary legacies, and then withdraw the only known available fund for their payment, it was practically certain that he contemplated that they were to be paid out of sums lent on mortgage, and that it was only the balance of these sums, after payment of the legacies, of which he afterwards meant to dispose. This view was accordingly adopted by the majority of the Court of Appeal, reversing the decision of STIRLING, J., with the result that there was an intestacy as to the £10,000.

## REVIEWS.

### PATENT LAW.

THE LAW AND PRACTICE RELATING TO LETTERS PATENT FOR INVENTIONS, WITH FULL APPENDICES OF STATUTES, RULES, AND FORMS. By R. W. WALLACE, Q.C., and J. B. WILLIAMSON, Barrister-at-Law. William Clowes & Sons (Limited).

The number of books devoted to the elucidation of the law of patents continues steadily to grow, and the book which is the subject of this notice forms no inconsiderable addition to the collection. Each book, as it appears, seems to be larger and more complete than those which went before it, and this work forms no exception to such a rule. While it can hardly be expected that it should all at once displace the older works—themselves all necessarily of quite modern compilation—it cannot be doubted that this book will fully hold its own with them in the competition for new readers. It deals exhaustively with all the various topics into which patent law branches out, such as revocation, prolongation, compulsory licences, and actions for threats, and we have not succeeded in discovering any omission of importance throughout the book. The authors have largely followed the very convenient plan of letting the authorized expounders of the law—the judges—state the law in their own way, by setting out a great number of extracts from judgments which contain statements of the principles recognized by the courts. The authors' own statements are clear and precise. For instance, we do not remember to have read a more lucid explanation of the recognition of an importer of an invention as the equivalent of an inventor than the following: "The merit in respect of which the law recognizes that an inventor deserves to be placed in the exceptional position of a monopolist is not the exercise by him of an unusual ingenuity *per se*, but the fact that he has made a contribution of value to the stock of industrial knowledge; and so far as the public are concerned the value to them of that

contribution is precisely the same whether the patentee has invented it by his personal ingenuity, or imported it through his enterprise. In either case an addition is made to the stock of industrial knowledge, and hence in the eyes of the Crown, so far at least as the original grant is concerned, an inventor and an importer are properly held to be equally deserving of encouragement."

The book contains a particularly full set of forms, applicable to all sorts of purposes, which cannot fail to be useful. The set of Acts, rules, &c., is also very complete, though a few notes to these, if only to direct attention to the pages in the text where the sections, &c., are discussed, would have been a valuable addition. In the table of cases the dates and subject-matter of the cases are inserted, which may often save further search. Although the sanction of the President of the Board of Trade and of the Comptroller-General is stated to have been obtained to the use of the Royal Arms on the cover, we cannot help thinking that there are reasons which render such a use inexpedient.

## CORRESPONDENCE.

### COSTS OF GARNISHEE PROCEEDINGS.

[To the Editor of the Solicitors' Journal.]

Sir,—I shall be much obliged if you or any of your readers can inform me what is now the correct practice with regard to the costs of garnishee proceedings under which a judgment creditor recovers his debt. Under ord. 45, r. 9, such costs are in the discretion of the court or judge.

In the case of *Adlington v. Conyngham* (1898, 2 Q. B. 492) the master refused to make an order for the payment by the debtor of the judgment creditor's costs of the garnishee proceedings on the ground that the practice in the Queen's Bench Division was to treat such proceedings as a luxury, the costs of which the plaintiff could not throw on the defendant, and this order was confirmed by the judge in chambers.

The Court of Appeal in that case declined to entertain the appeal on the ground that the judge whose order was appealed from had given no leave to appeal, but they expressed a strong opinion that they did not understand the rule of practice which was sought to be made in the Queen's Bench Division to treat such cases as a luxury the costs of which could not be claimed from the opposite party, and they stated that they could not look upon it as a luxury if the judgment creditor who could not get his debt paid took the only proceedings by which he had any prospect of obtaining payment.

I understand that notwithstanding this case the masters still continue their old practice, and I think that you will agree with me that if this is so it ought to be altered, as it is a great hardship on judgment creditors. The attachment of debts is only another form of execution, and the costs of an execution are always added to the debt and are recovered from the defendant. ARTHUR S. MATHER.

Liverpool, Sept. 4.

## CASES OF THE WEEK.

Before the Vacation Judge.

TAFF VALE RAILWAY CO. v. AMALGAMATED SOCIETY OF RAILWAY SERVANTS AND OTHERS. 30th August and 5th September.

TRADE UNION—LIABILITY TO BE SUED FOR TORT—TRADE UNION ACT, 1871 (34 & 35 VICT. c. 31)—TRADE UNION ACT AMENDMENT ACT, 1876 (39 & 40 VICT. c. 22).

This was a summons in the Queen's Bench Division, adjourned into court, taken out by the plaintiffs. By the summons an injunction was asked for to restrain the defendants, the Amalgamated Society of Railway Servants, Richard Bell, and James Holmes, from watching or besetting, or causing to be watched or beset, the Great Western Railway station at Cardiff or the works of the plaintiffs or any of them, or the approaches thereto, or the places of residence, or any place where they may happen to be, of any workmen employed by or proposing to work for the plaintiffs for the purpose of persuading or otherwise preventing persons from working for the plaintiffs, or for any purpose except merely to obtain or communicate information, and from procuring any persons who may have entered or may enter into contract with the plaintiffs to commit a breach of such contracts. An *interim* injunction in terms of the summons was granted last week against the defendants Bell (the general secretary) and Holmes (the organizing secretary of the defendant society), upon the authority of *Lyons v. Wilkins* (45 W. R. 19; 1896, 1 Ch. 811), but as regarded the defendants, the Amalgamated Society of Railway Servants, it was submitted that the society was not a real person nor a corporate person: *Lyons' case* (46 W. R. 461; 67 L. J. Ch. 383). Trade unions were originally illegal associations. By the Trade Union Act, 1871 (34 & 35 Vict. c. 31), the Legislature for some purposes recognized them, but it did not recognize them or give them an entity except for the particular purposes mentioned in the statute: *Rigby v. Connell* (28 W. R. 650, 14 Ch. D. 482), *Re Ames* (39 W. R. 550; 1891, 3 Ch. 159), *Wolfe v. Matthews* (30 W. R. 838, 21 Ch. D. 194), and *Crocker v. Knight* (40 W. R. 353; 1892, 1 Q. B. 703). For the



plaintiffs it was said that, under the Act of 1891, a trade union can be proceeded against for penalties: see sections 8, 9, and 15. *Trollope v. London Building Trades Federation* (72 L. T. 342) also shewed that a trade union could be sued. The society had also taken out a summons to strike out their name as defendants, upon the ground that they were not proper parties to the action. *Cur. adv. vult.*

FARWELL, J., on the 5th of September, delivered the following written judgment: The defendant society have taken out a summons to strike out their name as defendants on the ground that they are neither a corporation nor an individual, and cannot be sued in a quasi-corporate or any other capacity. Failing this they contend that no injunction ought to be granted against them. I reserved judgment last week on these two points, because the first is of very great importance, and counsel were unable to assist me by citing any reported case in which the question had been argued and decided. Now, it is undoubtedly true that a trade union is neither a corporation nor an individual, nor a partnership between a number of individuals; but this does not by any means conclude the case. A trade union is defined by section 16 of the Trade Union Act, 1876. It is an association of men which almost invariably owes its legal validity to the Trade Union Acts, 1871 and 1876. In the present case the foundation of the argument that I have heard on behalf of the society is that it is an illegal association—an argument that would have more weight if the action related to the enforcement of any contract, and were not an action in tort. The question that I have to consider is what, according to the true construction of the Trade Union Acts, has the Legislature enabled the trade unions to do, and what, if any, liability does a trade union incur for wrongs done to others in the exercise of its authorized powers. The Acts commence by legalizing the usual trade union contracts, and proceed to establish a registry of trade unions, give to each trade union an exclusive right to the name in which it is registered, authorize it through the medium of trustees to own a limited amount of real estate and unlimited personal estate "for the use and benefit of such trade union and the members thereof," provide that it shall have officers and treasurers and render them liable to account, require that annual returns be made to the registrar of the assets and liabilities and receipts and expenditure of the society, provide that it shall have rules and a registered office, imposing a penalty on the trade union for non-compliance, and permit to amalgamate with other trade unions and to be wound up. The funds of the society are appropriated to the purposes of the society, and their misappropriation can be restrained by injunction (*Wolfe v. Matthews*), and on winding up such funds are distributed amongst the members in accordance with the rules of the society: *Strick v. Swansea Tinplate Co.* (35 W. R. 831, 36 Ch. D. 558). Further, the Act of 1871 contains a schedule of matters which must be provided for by the rules. The object and the limitations of the Acts are stated by Sir George Jessel in *Rigby v. Connol* (14 Ch. D. at p. 489), but these limitations merely restrict the actual enforcement of trade-union contracts by action or suit, and do not affect the questions of the status of the association to which such members belong. Now, although a corporation and an individual or individuals may be the only entities known to the common law who can sue or be sued, it is competent to the Legislature to give to an association of individuals, which is neither a corporation nor a partnership nor an individual, a capacity for owning property and acting by agents, and such capacity in the absence of express enactment to the contrary involves the necessary correlative of liability to the extent of such property for the acts and defaults of such agents. It is beside the mark to say of such an association that it is unknown to the common law. The Legislature has legalized it, and it must be dealt with by the courts according to the expressed intention of the Legislature. For instance, a lease in perpetuity is unknown at common law, but such a lease granted by one railway company to another when confirmed by the Legislature becomes valid and binding: see Sir George Jessel's judgment in *Sevenoaks, &c., Railway v. London, Chatham, and Dover Railway Co.* (27 W. R. 672, 11 Ch. Div. 625). Nor can it be said for this purpose that the association is illegal, for the Legislature, by sections 2 and 3 of the Act of 1871, has rendered legal the usual purposes of a trade union and has further enabled the trade union to carry into effect those purposes by the provisions to which I have already referred. This is not a case of suing in contract, to which the provisions of section 4 of the Act would apply; it is an action in tort, and the real question is whether, on the true construction of the Trade Union Acts, the Legislature has legalized an association which can own property and can act by agents by intervening in labour disputes between employers and employed, but which cannot be sued in tort in respect of such acts. Now, the Legislature in giving a trade union the capacity to own property and the capacity to act by agents has, without incorporating it, given it two of the essential qualities of a corporation—essential, I mean, in respect of liability for tort, for a corporation can only act by its agents and can only be made to pay by means of its property. The principle on which corporations have been held liable in respect of wrongs committed by the servants or agents in the course of their service and for the benefit of the employer ("*qui sentit commodum sentire debet et onus*"); see *Mersey Dock Trustees v. Gibbs*, 14 W. R. 872, L. R. 1 H. L. 93) is as applicable to the case of a trade union as to that of a corporation. If the contention of the defendant society were well founded the Legislature has authorized the creation of numerous bodies of men capable of owning great wealth and of acting by agents with absolutely no responsibility for the wrongs that they may do to other persons by the use of that wealth and the employment of those agents. They would be at liberty (if I do not at all suggest that the defendant society would so act) to disseminate libels broadcast or to hire men to reproduce the rattleing methods that disgraced Sheffield thirty years ago, and their victims would have nothing to look to for damages but the pockets of the individuals, usually men of small means, who acted as their agents. That this is a

consideration that may fairly be taken into account appears from the opinion of the judges given to the House of Lords in the *Mersey Dock case* (L. R. 1 H. L., at p. 120). The proper rule of construction of statutes such as these is that in the absence of express contrary intention the Legislature intends that the creature of the statute shall have the same duties, and that its funds shall be subject to the same liabilities, as the general law would impose on a private individual doing the same thing. It would require very clear and express words of enactment to induce me to hold that the Legislature had in fact legalized the existence of such irresponsible bodies with such wide capacity for evil. Not only is there nothing in the Acts to lead me to such a conclusion, but sections 15 and 16 of the Act of 1871 imposing penalties on the trade union and sections 8 and 15 of the Act of 1876 point to a contrary intention; nor do I see any reason for saying that the society cannot be sued in tort in their registered name. Sections 8 and 9 of the Act of 1871 expressly provide for actions in respect of property being brought by and against the trustees, and this express intention impliedly excludes such trustees from being sued in tort. If, therefore, I am right in concluding that the society are liable in tort, the action must be against them in their registered name. The acts complained of are the acts of the association. They are acts done by their agents in the course of the management and direction of a strike; the undertaking such management and direction is one of the main objects of the defendant society, and is perfectly lawful; but the society, in undertaking such management and direction, undertook also the responsibility for the manner in which the strike is carried out. The fact that no action could be brought at law or in equity to compel the society to interfere or refrain from interfering in the strike is immaterial. It is not a question of the rights of members of the society, but of wrong done to persons outside the society. For such wrongs, arising as they do from the wrongful conduct of the agents of the society in the course of managing a strike which is a lawful object of the society, the defendant society is, in my opinion, liable. I have come to this conclusion on principle and on the construction of the Acts, and there is nothing to the contrary in any of the cases cited by the defendants' counsel. They were all cases relating to the limitation of the right of enforcing contracts to which I have already referred. It is true that in *Lyons's case* (46 W. R. 461; 1899, 1 Ch. 255) the name of the trade union was struck out as a defendant by Byrne, J.; but I have been supplied with a copy of the shorthand notes of the case, and I find that the point was not argued, the plaintiffs' counsel not thinking it worth while to contest it; and, on the other hand, although the Court of Appeal in *Trollope's case* (72 L. T. 342) affirmed an injunction restraining libel by a trade union, I find that the trade union entered no appearance, and that the injunction went against them before Kekewich, J., in default of appearance, and his order was affirmed, nothing being said about the society. The cases having the nearest analogy to the present are those like *Ruck v. Williams* (6 W. R. 622, 3 H. & N. 308) and *Whitehouse v. Fellows* (9 W. R. 557, 10 C. B. N. S. 765), where unincorporated improvement commissioners and the trustees of a turnpike road respectively, sued under their respective Acts in the name of their clerk, were held liable in tort. I accordingly dismiss the society's summons with costs. I have now to consider the question whether an injunction should be granted against the society in addition to that granted last week against Mr. Bell and Mr. Holmes, and I am of opinion that it should. The objects of the society comprise the settlement of disputes between masters and men by arbitration, or, failing that, by other lawful means—and, of course, a strike is perfectly lawful; the general management of the society is vested in an executive committee with power to represent the members in disputes about hours and wages; a protection fund is set apart out of the funds of the society for the more effectual protection of the labour and rights of members and for the better carrying on of any movement having that end in view, and in pursuance of its objects and powers. The society, by their letter of the 20th of August, signed by the defendant Bell, informed the plaintiffs that they had decided to support the men in their action, and had instructed Bell to take charge of the movement with a view to bringing it to a conclusion, and that all further negotiations were to be dealt with through him. The defendant Bell was the general secretary and the defendant Holmes was the local organizing secretary of the society. They, as agents for the society and on their instructions and for their benefit, put themselves in charge of the strike, and on the evidence that was read last week illegally watched and beset men to prevent them from working for the company and illegally induced men to break their contracts. I have already held that the society are liable for the acts of their agents to the same extent as they would be if they were a corporation, and it is abundantly clear that a corporation under the circumstances of this case would be liable. See, for example, *Ranger v. Great Western Railway* (5 H. L. Cas. 86), where Lord Cranworth points out that, although a corporation cannot in strictness be guilty of fraud, there can be no doubt that if its agents act fraudulently so that, if they had been acting for private employers, the persons for whom they were acting would have been affected by their fraud, the same principle must prevail when the principal under whom the agent acts is a corporation. It is not a question of acting *ultra vires* as in *Chaplow v. Brunswick Benefit Building Society* (29 W. R. 529, 6 Q. B. 1. 696), but of improper acts in carrying out one of the lawful purposes of the society. In such cases the principal, whether an individual or a corporation, or an unincorporated body like turnpike trustees is answerable for every such wrong of the servant or agent as is committed in the course of the service and for the master's benefit, though no express command or privity of the master be proved. Granted that the principal has not authorized the particular act; but he has put the agent in his place to do that class of acts, and he is answerable for the manner in which the agent

has conducted himself in doing the business with which the principal has entrusted him: see *Barwick v. English Joint-Stock Bank* (15 W. R. 887, L. R. 2 Ex. 250). I therefore grant an injunction against the defendant society in the same terms as that granted last week against the other defendants. Injunction in terms of summons.—COUNSEL, *B. Francis-Williams, Q.C.*, and *Holman Gregory*; *Bateman Napier* and *S. T. Evans*. SOLICITORS, *Williamson, Hill, & Co.*, for *Ingledeu & Sons*, Cardiff; *Riddell & Co.*, for *Meyrick & Davies*, Cardiff.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

## CASES OF LAST SITTINGS.

### High Court—Chancery Division.

*Re SEARLE.* Kekewich, J. 8th August.

TENANT FOR LIFE—REMAINDERMEN—TRUST FOR SALE—POWER TO POSTPONE—INTERIM RENTS AND PROFITS—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 63.

Adjourned summons. The question in this case was whether the applicant was tenant for life within the meaning of the Settled Land Act, 1882, s. 63, as being "the person for the time being beneficially entitled to the income of the land" until sale. The testator devised his freehold property to trustees upon trust to sell and convert the same and pay the income of the proceeds of sale to the applicant for life, with limitations over of the corpus. There was no direction in the will as to interim rents, but there was power for the trustees to postpone the sale and conversion at their discretion. It was argued on behalf of the remaindermen that the tenant for life was not entitled to the interim rents and profits unless there was a distinct gift to that effect in the will, and that the principle of *Re Chesterfield's Trusts* (24 Ch. D. 643) ought to be applied to freeholds as well as personal estate, there being no valid ground for the distinction between the two.

KEKEWICH, J., said it was satisfactory to have this case threshed out. The question was whether the applicant was entitled under the will to the rents and profits of the unsold real estate. If she was, she was tenant for life within the meaning of the Settled Land Act, and could exercise the powers given by the Act. It was argued that unless there was a distinct gift until conversion, the tenant for life was not entitled to the rents, and that there was no distinction in this respect between real and personal estate; but his lordship thought this argument unsound, as the distinction runs through many cases, and real and personal property must, for many purposes, be considered as entirely different. The authorities were clear that where there is a trust for conversion and the sale is not improperly postponed, the person entitled to the income is entitled to the rents until sale. The Master of the Rolls in *Yates v. Yates* (28 Beav. 637) did not apparently distinguish between real and personal estate, but if so, that decision was at variance with the other cases and ought not to be followed. The case of *Fitzgerald v. Jerroise* (5 Madd. 25) was unsatisfactory and the headnote inaccurate; but there the plaintiff was held to be entitled as tenant for life. In *Re Laing* (L. R. 1 Eq. 416) there was no argument against the conclusion arrived at, but the Vice-Chancellor would not have decided as he did without consideration. The case of *Cusamajor v. Strode* (19 Ves 390 n.) was a decision on the very point. *Hope v. D'Hedouville* (41 W. R. 330, 1893, 2 Ch. 361) was also in point, and still more *Re Carter* (41 W. R. 140), which expresses the right principle. Further, *Lewin on Trusts*, 1161, and *Jarman on Wills*, 569, are in accord with the cases cited. If it had been necessary to imply an intention in the testator that the tenant for life should have the rents there was evidence of such intention, but his lordship decided in favour of the applicant on the general principle, and apart from the wording of the will, and held that she was beneficially entitled within the meaning of the section.—COUNSEL, *Warrington, Q.C.*, and *Marey*; *I. Holt*. SOLICITORS, *Meredith, Roberts, & Co.*, for *Baker & Co.*, Weston-super-Mare.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Sir Francis Jeune has returned to Arlington Manor, Newbury, from Carlsbad, and is greatly benefited in health.

At the Middlesex Sheriff's Court at Brentford, on Wednesday, an action for breach of promise, *Marré v. Craven*, came on for the assessment of damages. The plaintiff was a young widow, and the defendant Mr. Augustus W. Craven, a great grandson of the first Earl of Craven. The jury, after long deliberation, awarded the plaintiff £4,000 damages, for which amount judgment was entered, with costs.

Before leaving for Scotland on Wednesday evening, says the *Times*, Lord Rosebery attended an ordinary meeting of the Epsom Urban Council, at which a letter was read from the solicitors to the London County Council in regard to the action brought by the Epsom Council to obtain compensation for damage by extraordinary traffic. The case was decided by Bigham, J. The solicitors stated that the county council had been recommended to pay £350, and they wished to know if the Epsom Council would agree to a settlement on those terms. Lord Rosebery said that before they committed themselves they should have a definite offer from the county council itself, and he suggested that the clerk should, unofficially and without prejudice, write stating that they would be disposed to accept the offer, provided the acceptance did not affect the question of costs. The suggestion was adopted. The council has decided to ask Bigham, J., to review his decision as to costs.

## NEW ORDERS, &c.

SHERIFFS ACT, 1887.

LANDS CLAUSES ACT, 1845.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, in pursuance of the 20th section of the Sheriffs Act, 1887, and all other powers enabling me in that behalf, do hereby, with the advice and consent of the Right Honourable Baron Alverstone, the Right Honourable Sir A. L. Smith, and the Honourable Sir R. S. Wright, Judges of the Supreme Court, and with the concurrence of the Treasury, fix the fees specified in the schedule hereto to be taken on holding inquiries to assess compensation under the Lands Clauses Act, 1845.

(Signed)

HALSBURY, C.

ALVERSTONE, M.R.

A. L. SMITH, L.J.

R. S. WRIGHT, J.

The 2nd August, 1900.

### SCHEDULE.

SCALE OF SHERIFF'S FEES FOR INQUIRIES UNDER THE LANDS CLAUSES ACT, 1845.

		£	s.	d.
1	Notice of nominating Special Jury ... ..	0	5	0
2	Notice of holding inquiry ... ..	0	5	0
3	Nominating Jury ... ..	2	2	0
4	Notices of reducing ... ..	0	5	0
5	Reducing ... ..	1	1	0
6	24 Warrants to Summon Special Jury ... ..	1	4	0
7	Summoning Officer, 2s. each ... ..	2	8	0
8	Attending, engaging room, and afterwards attending arranging room ... ..	0	5	0
9	For hire of room—reasonable amount actually paid ... ..	—	—	—
10	Presiding in Court and three hours ... ..	5	5	0
11	Preparing Inquisition, all day ... ..	10	10	0
12	Attending filing Inquisition ... ..	0	13	4
13	Incidental expenses ... ..	1	1	0
14	Clerk ... ..	2	2	0
15	Ushers ... ..	0	10	0
16	Copy Warrant ... ..	0	5	0
17	Subpoena for three names ... ..	0	5	0
18	Undersheriff's view (if required) ... ..	1	1	0
	Travelling allowance for Undersheriff and Clerk—reasonable expenses actually incurred ... ..	—	—	—

Note.—Common Jury same as Special Jury.

## LEGAL NEWS.

### CHANGES IN PARTNERSHIP.

#### DISSOLUTION.

WILLIAM HUGH OWEN MANSEL BRYANT and FREDERICK STONEMAN REED, solicitors (Bryant & Reed), Pembroke, as from September 1, 1900. [Gazette, Sept. 4.]

#### GENERAL.

At a meeting of the Derwent Valley Water Board, at Leicester, last week, says the *Daily News*, it was decided to pay some additional bills of costs incurred in connection with the passing of their new Water Act, and these raised the aggregate already paid under this heading to over £97,940. Of this colossal aggregate £32,078 had been spent in the promotion of the Bill by the Corporation of Leicester, £29,924 by the Corporation of Derby, £26,027 by the Corporation of Sheffield, and £4,379 by the Corporation of Nottingham. It is expected that other bills of costs have still to come in, and these, it is believed, will raise the total cost of the promotion of the Act to about £110,000. At a public luncheon, Mr. Alderman Wood, the Chairman of the Leicester Water Committee, expressed his conviction that but for the "professional element," from £60,000 to £70,000 of this huge aggregate might and would have been saved.

## THE PROPERTY MART.

### RESULT OF SALE.

MESSRS. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 674) of the above interests at the Mart, Tokenhouse yard, E.C., on Thursday last. The following are some of the prices realized:

REVERSIONS:		£
Absolute to One-fourth of a Trust Estate represented by Railway Stocks of the present estimated value of £4,410; life 50 ...	Sold	800
Absolute to One-eighth of £1,800 Consols; life 65 ...	"	110
LIFE POLICY for £800, with profits, in the Law Life; life 63; annual premium £30 18s. ...	"	85
SHARES in Royal Agricultural Hall Co.: 180 of £10 each, fully paid ...	"	2,400

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation."—[Advt.]



## WINDING UP NOTICES.

London Gazette.—FRIDAY, AUG. 31.  
JOINT STOCK COMPANIES.

GENERAL MINING ASSOCIATION, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Oct 16, to send their names and addresses, and the particulars of their debts or claims, to James Dukes Hill, Ernest Debois Brenton, and Edward Elison Bigge, Oathwood House, Old Broad st, Bompass & Co, 4, Great Winchester st, solicitors for liquidators.

SHIP OLD KENSINGTON CO, LIMITED—Creditors are required, on or before Oct 6, to send their names and addresses, and the particulars of their debts or claims, to Frederick Finch, 23, Road lane.

YATES & SHAW, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Jonathan Ingham Leonard, Lancashire and Yorkshire Bank Chambers, Halifax. Jubb & Co, Halifax, solicitors for liquidator.

## FRIENDLY SOCIETY DISSOLVED.

FOREST OF ARDEN JUVENILE SOCIETY OF A.O.F. FRIENDLY SOCIETY, Coffee House, Long st, Atherton, Warwick. Aug 17.

London Gazette.—TUESDAY, SEPT. 4.  
JOINT STOCK COMPANIES.

BARRY & CO, LIMITED—Creditors are required, on or before Monday, Oct 15, to send their names and addresses, and the particulars of their debts or claims, to John Butterfield, 2, Darley st, Bradford. Groves & Groves, Bradford, solicitors for liquidator.

CITY OF WORCESTER STRAMSHIP CO, LIMITED—Creditors are required, on or before Sept 25, to send their names and addresses, and the particulars of their debts or claims, to Robert Livingstone and Leonard Richard Connor, West Hartlepool, shipowners. Harrison & Barker, West Hartlepool, solicitors for liquidators.

GOTHENBURG TRAMWAYS CO, LIMITED—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to Webb & Co, 28, Queen Victoria st.

HALIFAX AND DISTRICT MINERAL WATER MANUFACTURERS ASSOCIATION, LIMITED—Petition for winding up, presented Aug 30 directed to be heard on Oct 24. Jacques & Co, 8, Ely place, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 23.

HIGHBURY STREAM LAUNDRY, LIMITED—Creditors are required, on or before Oct 16, to send their names and addresses, and the particulars of their debts or claims, to Arthur Henry Cusar, 85, Gresham st, Sharn & Co, 8, Bedford row, solicitors for liquidator.

KERR & HOBGROVE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 28, to send their names and addresses, and the particulars of their debts or claims, to Alfred Burgess, 4, Chapel walks, Manchester. Boote & Co, Manchester, solicitors for liquidator.

LANSDOWN STREAM LAUNDRY CO, LIMITED—Creditors are required, on or before Tuesday, Oct 9, to send their names and addresses, and the particulars of their debts or claims, to Charles Collins, 4, Harrington st, Liverpool.

OCEAN ROAD CLUB, LIMITED—Creditors are required, on or before Oct 13, to send their names and addresses, and the particulars of their debts or claims, to Alfred Herbert Hall, 37, King st, South Shields.

STANBISH "A" & CO, LIMITED—Creditors are required, on or before Oct 4, to send their names and addresses, and the particulars of their debts or claims, to George Samuel Oldham, 30, The Temple, Dale st, Liverpool. Hill & Co, Liverpool, solicitors for liquidator.

W. B. HYDE, LIMITED—Petition for winding up, presented Aug 31 directed to be heard Sept 12. Thomson & Thomson, 1A, Abchurch yd, solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept 11.

WEBSTER'S FIND, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 2, to send their names and addresses, and the particulars of their debts or claims, to Lionel Henry Lemon, 4, King st, Cheshire.

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, AUG. 31.

## RECEIVING ORDERS.

ALLEN, THOMAS AMBROSE, Llanishan, nr Cardiff Cardiff Pet Aug 27 Ord Aug 27

BACKHOUSE, JOHN, Bishopsgate st Without, Yarn Merchant High Court Pet Aug 27 Ord Aug 27

BAKER, GEORGE HENRY, Kington, Boot Manufacturer Northampton Pet Aug 27 Ord Aug 27

BROOKLYN, JOHN CHARLES, Coventry, Railway Clerk Coventry Pet Aug 28 Ord Aug 28

BROWNE, SAMUEL, and CHARLES BROWNE, Sunderland, Cabinet Makers Sunderland Pet Aug 8 Ord Aug 27

BROWN, FRED, Southport, Furniture Broker Great Grimby Pet Aug 25 Ord Aug 25

BROWN, JOWAN, Leeds, Flax Spinner Leeds Pet Aug 28 Ord Aug 28

BUCKMASTER, EDWARD ARTHUR, Lubenham, Leicester, Railway Signaller Leicester Pet Aug 27 Ord Aug 27

CLARK, JAMES BENGOU, Exmouth Bristol Pet June 23 Ord Aug 27

CLARK THOMAS, Maidstone Maidstone Pet Aug 13 Ord Aug 27

CHRISTMAN, THOMAS MILES, Newcastle on Tyne, Brake Proprietor Newcastle on Tyne Pet Aug 27 Ord Aug 27

CLOUGH, HARRY, Bradford, Butcher Bradford Pet Aug 27 Ord Aug 27

COFFEY, THOMAS REAY, Richmond, Provision Merchant Wandsworth Pet Aug 23 Ord Aug 22

COOK, JOHN CORNELIUS, Twerton, nr Bath, Builder Bath Pet Aug 14 Ord Aug 27

COVEY, ELIAS, South Hampstead, Cycle Maker High Court Pet Aug 1 Ord Aug 27

DAVIES, JOHN, Chatham, Kent, Dockyard Foreman Rochester Pet Aug 28 Ord Aug 28

DICKER, FREDERICK JOHN, Glasshouse st, Regent st, Hoiser High Court Pet Aug 25 Ord Aug 25

DUNN, G. R. York, Bottler York Pet Aug 9 Ord Aug 27

EVANS, ELIZABETH SARAH, and MARY JANE EVANS, Oxford, Landladies Oxford Pet Aug 27 Ord Aug 27

GRIMLEY, WILLIAM JAMES, Leyton, Essex, Watchmaker High Court Pet Aug 27 Ord Aug 27

HARROCK, THOMAS WRIGHT, Swansea, Accountant Swansea Pet Aug 26 Ord Aug 28

HATMAN, GUSTAV, Hastings Hastings Pet Aug 28 Ord Aug 28

HOLE, LEONARD, Hove, Sussex, Cattle Dealer Brighton Pet Aug 8 Ord Aug 28

JAPP, HENRY BATHMAN, Sunderland, Milliner Sunderland Pet Aug 8 Ord Aug 27

JONES, HENRY JONES, Bournemouth, Ironmonger Poole Pet Aug 27 Ord Aug 27

LYDD, OWEN, Blisnau, Pottin, Merioneth Portmadoc Pet Aug 27 Ord Aug 28

McGOWAN, JOSEPH, Blackburn, Carter Blackburn Pet Aug 18 Ord Aug 29

NICHOLAS, THOMAS FREDERICK BRUCE, Cheltenham, Journeyman Decorator Cheltenham Pet Aug 27 Ord Aug 27

PAGE, FREDERICK, Wantage, Berks, Hairdresser Oxford Pet Aug 29 Ord Aug 29

PEAKE, SIDNEY CHARLES NEVILL, Red Lion st, Fleet st, Publisher High Court Pet Aug 24 Ord Aug 29

PILLEY, FREDERICK WILLIAM, Exeter, Grocer Exeter Pet Aug 24 Ord Aug 24

PUDDICOKE, WILLIAM HENRY JONES, Torre, Devon, Painter Exeter Pet Aug 28 Ord Aug 24

ROBINSON, WALTER WILLIAM, Hutton on the Hill, Builder St Albans Pet Aug 27 Ord Aug 27

RUSSELL, WILLIAM, Bradford, Fruit Merchant Bradford Pet Aug 23 Ord Aug 28

RUTTER, EDGAR FRANCIS, South Kensington, Financial Agent High Court Pet Aug 30 Ord Aug 30

SCARBOROUGH, R. Lower Edmonton, Builder Edmonton Pet Aug 13 Ord Aug 27

SHERLOCK, GEORGE, Dartford, Clerk Rochester Pet Aug 29 Ord Aug 29

SHUCKLEBOTHAM, EDWARD, Knowle, Bristol Bristol Pet Aug 9 Ord Aug 28

STORES, ARTHUR LANCASTER, Idle lane High Court Pet Aug 28 Ord Aug 28

TAYLOR, ROBERT, Brassington, Derby, Builder Derby Pet Aug 27 Ord Aug 27

TEARABUR, PETER, Bristol, Outfitter Bristol Pet Aug 29 Ord Aug 29

TERREBATH, WILLIAM, Hockbridge, Devon, Carrier Plymouth Pet Aug 27 Ord Aug 27

WALKER, JOHN OATES, Leeds, Provision Merchant Leeds Pet Aug 28 Ord Aug 28

WATKINS, EDWIN, jun, Chatham, Commission Agent Rochester Pet Aug 27 Ord Aug 27

WESTLAKE, WILLIAM BONFIELD, Swansea, Merchant Swansea Pet Aug 13 Ord Aug 29

WILKINSON, TOM, Wainfleet All Saints, Lincs, Ironmonger Boston Pet Aug 17 Ord Aug 29

WILSON, JAMES BENSLY, Lancaster, Cycle Dealer Preston Pet Aug 17 Ord Aug 29

WRIGHT, HENRY, Sheffield, Cycle Manufacturer Sheffield Pet Aug 25 Ord Aug 28

## FIRST MEETINGS.

BAILEY, ELLIS, Stockton on Tees, Grocer Sept 7 at 3 Off Rec. S. Albert rd, Middleborough

BATTINE, WILLIAM ALEXANDER Redcar, York, Colonel Sept 7 at 3 Off Rec. S. Albert rd, Middleborough

BRECKLEY, WILLIAM, Nelson, Lancs, Cycle Agent Sept 7 at 3 Off Rec. 14, Chapel st, Preston

CALVERT, THOMAS, Normandy, York, Butcher Sept 7 at 3 Off Rec. S. Albert rd, Middleborough

CARTER, THOMAS JAMES, Jermyn st, St James's Sept 7 at 12 Bankruptcy bldg, Carey st

CHRISTMAN, THOMAS MILES Newcastle on Tyne, Brake Proprietor Sept 7 at 11.30 Off Rec. 30, Mosley st, Newcastle on Tyne

COFFEY, THOMAS REAY, Richmond, Surrey, Provision Merchant Sept 7 at 12 1/2 Railway app London Bridge

DAVIES, JOHN, Chatham, Dockyard Foreman Sept 17 at 11.15, High st, Rochester

DICKER, FREDERICK JOHN, Glasshouse st, Regent st, Hoiser Sept 10 at 12 Bankruptcy bldg, Carey st

YUKON PREMIER QUARTZ MINING SYNDICATE, LIMITED—Creditors are required, on or before Oct 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick Murgatroyd, Duchy Chambers, Clarence st, Manchester. Doyle, Manchester, solicitor for liquidator.

## FRIENDLY SOCIETIES DISSOLVED.

BLAENCLYDACH RHONDDA COLLIERY, No. 2, BENEFIT SOCIETY, Court Hotel, Pontypriid, Glam. Aug 31

INDEPENDENT METHODIST SUNDAY SCHOOL PHILANTHROPIC SICK AND BURIAL SOCIETY, George st, Oldham, Lancs. Aug 22

SUSPENDED FOR THREE MONTHS.

STANDISH AND WRIGHTINGTON CATHOLIC FRIENDLY SOCIETY, St Marie's Catholic Schools, Standish, Wigan, Lancs. Sept 1

## CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 75.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, AUG. 21.

ALLEN, JOHN WILLIAM, Shepherd's Bush Oct 3 Lovell & Co. Gray's inn sq  
BALL, HARRIET, Kenilworth, Warwick Sept 28 Hugess & Masser, Coventry  
BARNETT, JOSEPH, Speckhurst, Kent, Farmer Sept 22 Buss, Tunbridge Wells  
BRIDGMONT, HANNAH, Oldham Oct 1 Lees, Oldham  
BRIDGE, JOHN EDWARD GATLEY, Compstall, Derby, Licensed Victualler Sept 24 Bostock, Hyde

CORRISS JAMES WILLIAM, Kingsbridge, Devon 8-21 Square & Son, Kingsbridge  
COX ELIZABETH, Chaiminster, Dorset Sept 3 Andrews & Co, Dorchester  
DAVIS, WILLIAM, Bient, Devon Oct 6 Bone & Co, Devonport  
DICKENSON, WILLIAM HENRY, Rochdale Sept 15 Smith & Co, Sheffield  
DUNLOP, MATTHEW, Bristol Sept 29 Miller & Son, Bristol

FRIDMAN, JULIA ANNE, St Aubyn's, Jersey Sept 8 Friend & Co, Exeter  
GIBBY, THOMAS, Leeds Sept 18 Jubb, Leeds  
KAY, EDWIN, Heath Town, Stafford, Cattle Dealer Sept 17 Colebourn & Co, Wolverhampton

LYSAGHT, CAROLINE HARRIET, Westbourne terr, Hyde Park Oct 2 Flegg & Son, Laurence Pountney hill

MACDONALD, MARIA, Wadhurst Sussex Sept 21 Sprott & Sons Mayfield, Sussex  
MARTIN, HENRY, Forest Gate, Essex Oct 1 Stoneham & Sons, Fenchurch st  
MEDCALF, ARTHUR BROWN, Reading, Berks, Tobaccoist Sept 21 Beale & Martin, Reading

NELSON, JOHN, Southport Sept 29 Tucker & Co, Manchester  
NEWBOLT, THOMAS ED LOUIA, East Leamington, Warwick Sept 16 Large & Son, Red Lion sq

PATON, WILLIAM THEOPHILUS, SUSANNAH TURNLEY PATON, and ALICE TURNLEY PATON, Highbury Sept 29 Taylor & Co, Strand

PLANT, JOHN, Bloxwich, Stafford, Licensed Victualler Sept 29 Evans, Walsall  
PRIESTLEY, JOHN, H-lifax, York Sept 24 Jubb & Co, Halifax

RADFORD, FRANCIS, Nottingham Hill Sept 29 Garrard & Co, Suffolk st, Pall Mall East  
SMITH, JAMES KIRK, Ashton under Lyne Sept 15 Richards & Hurst, Ashton under Lyne  
SMITH, THOMAS NEWCASTLE on Tyne, Printer Sept 20 Aitchison, Newcastle on Tyne

SPILLER, PHILIP, Central st, Sept 15 Mayo & Co, Draper's gins  
TOWNSON, JAMES, Birmingham Licensed Victualler Sept 28 Thomas & Guest, Birmingham

VENN, WILLIAM, West Hampstead, Solicitor Oct 31 Venn, New inn, Strand  
WARD, BETSY, Bradford Sept 29 Bedford & mist, Bradford

WILLIAMS, THOMAS HARRIES, Ystrad Rhondda, Glam Sept 15 Davies & Co, Pontypriid  
WRIGHT SAMUEL, Manchester Karthenware Dealer Sept 15 Heath & Sons, Manchester  
WYLIE, ANNE, Seacombe, Chester Sept 24 Holden & Cotton, Birkenhead  
YENN, AMOS, Westminster, Bristol, Carriage Proprietor Sept 3 Barry & Harris, Bristol

DEIDGE, FREDERICK GEORGE, Freshwater, I of W, Fishmonger Sept 10 at 11.30 Off Rec. 19, Quay st, Newport I of W  
DUNN, G. R. York, Bottler Sept 11 at 12.30 Off Rec. 25, Stonegate, York

EDWARDS, THOMAS, Hilderstone, nr Stone, Staffs, Schoolmaster Sept 10 at 11.30 Wright & Westhead, 1, Martin st Stafford

GILBERT, SAMUEL, Darlington, Glasier Sept 7 at 3 Off Rec. S. Albert rd, Middleborough

GORLEN, EDWARD JOHNSTON, Lincoln's inn fields, Solicitor Sept 7 at 12 Bankruptcy bldg, Carey st

GRAYDON, NAWHAM, Horney, Journalist Sept 7 at 11 Bankruptcy bldg, Carey st

GRIMWOOD, CHARLES THOMAS, Cardiff, Marine Engineer Sept 7 at 12 117, St Mary st Cardiff

GUNTER, PHILIP EDWARD, Newport, Mon, Grocer Sept 8 at 12 Off Rec. Westgate chmbrs, Newport, Mon

HOBLYN WILLIAM ERNEST PAGET, Colan, Cornwall Sept 10 at 12 Off Rec. Backwater st, Truro

HODGSON, ISAAC EDWARD, Middleborough, Butcher Sept 21 at 3 Off Rec. S. Albert rd, Middleborough

ISGLE, ALFRED JAMES, Burton on Trent, Grocer Sept 7 at 3 15 Midland Hotel, station at, Burton on Trent

ITSON, BENJAMIN, Holt, Norfolk, Curr Dealer Sept 8 at 12 Off Rec. S. King st Norwich

JONES, ROBERT, Bangor, Hairdresser Sept 12 at 12 Crypt chmbrs, Eastgate row, Chester

KEANE, EDWARD F. H., Burgess Hill, Sussex Sept 7 at 12 Off Rec. 4, Pavilion bldg, Brighton

MOORE, THOMAS LEEMING, Lancaster, Stained Glass Painter Sept 7 at 2.30 Off Rec. 14, Chapel st, Preston

PEAKE, SIDNEY CHARLES NEVILL, Red Lion st, Fleet st, Publisher Sept 7 at 11 Bankruptcy bldg, Carey st

PILLEY, FREDERICK WILLIAM, Exeter, Grocer Sept 12 at 10.30 Off Rec. 13, Bedford circus, Exeter

PUDDICOKE, WILLIAM HENRY JONES, Torre, Devon, Painter Sept 12 at 10.45 Off Rec. 13, Bedford circus, Exeter

ROBINSON, HENRY JOHN, Derby, Builder Sept 7 at 11 Off Rec. 47, Full st, Derby

STEPHENSON, JAMES MARTIN, Craven st, Grocer Sept 7 at 11 Off Rec. Trinity House lane, Hull

TIMBERLAKE, WILLIAM, Derby, Cycle Agent Sept 7 at 12 Off Rec. 47, Full st, Derby

TURNER, JAMES WILLIAM, Wimbleton, Mechanical Engineer Sept 10 at 11.30 14, Railway app, London Bridge

WATKINS, EDWIN, jun, Chatham, Commission Agent Sept 17 at 11.30 11a, High st, Rochester

WHITE, WILLIAM, Long Preston, Yorks, Shoemaker Sept 7 at 3.30 Off Rec. 14, Chapel st, Preston

WHITE, THOMAS, Longlands, Stonebridge Sept 7 at 11.45 Off Rec. Newcastle under Lyme

## ADJUDICATIONS.

ALLEN, THOMAS AMBROSE, Llanishan, nr Cardiff Cardiff Pet Aug 27 Ord Aug 27

APPEYARD, BENJAMIN, Westwood, Ilkley, Yorks, Farmer Leeds Pet July 11 Ord Aug 21

BACKHOUSE, JOHN, Bishopsgate st Without, Yarn Merchant High Court Pet Aug 27 Ord Aug 27

BAKER, CHARLES, Egremont, Chester Birkenhead Pet Aug 2 3rd Aug 27  
 BROWLEY, JOHN CHARLES, Coventry, Railway Clerk Coventry Pet Aug 25 3rd Aug 28  
 BROWN, FRED, Southropes, Furniture Broker Great Grimaby Pet Aug 25 3rd Aug 28  
 BROWN JONAS, Leeds, Flax Spinner Leeds Pet Aug 28 3rd Aug 28  
 BUCKMASTER, EDWARD ARTHUR, Lubenham, Leicester, Railway Signaller Leicester Pet Aug 27 3rd Aug 27  
 CHRISTIAN, THOMAS MILLER, Newcastle on Tyne, Brake Proprietor Newcastle on Tyne Pet Aug 27 3rd Aug 28  
 CLOUGH, HARRY, Bradford, Butcher Bradford Pet Aug 27 3rd Aug 27  
 COFFEY, THOMAS REAY, Richmond, Surrey, Provision Merchant Wandsworth Pet Aug 22 3rd Aug 29  
 COOKE, ERNEST, Birmingham, Flour Merchant Birmingham Pet Aug 17 3rd Aug 27  
 DAVIES, JOHN, Chatham, Dockyard Foreman Rochester Pet Aug 25 3rd Aug 28  
 DICKER, FREDERICK JOHN, Glasshouse st, Regent st, Hoser High Court Pet Aug 25 3rd Aug 28  
 EDWARDS, THOMAS, Hilderstone, nr Stone, Stafford, Schoolmaster Stafford Pet Aug 30 3rd Aug 28  
 EVANS, ELIZABETH SARAH, and MARY JANE EVANS, Oxford, Landresses Oxford Pet Aug 27 3rd Aug 27  
 GRIFFITH, HAROLD, Gloucester sq, Hyde Park High Court Pet Aug 25 3rd Aug 28  
 GRIMLEY, WILLIAM JAMES, Leyton, Essex, Watchmaker High Court Pet Aug 27 3rd Aug 27  
 HANCOCK, THOMAS WRIGHT, Swansea, accountant Swansea Pet Aug 28 3rd Aug 29  
 HEATH, ALFRED EDWARD, Wallington, Surrey, Dairyman Croydon Pet Aug 25 3rd Aug 28  
 IVISON, BENJAMIN, Holt, Norfolk, Hay Dealer Norwich Pet Aug 10 3rd Aug 27  
 JONES, ROBERT, Bangor, Hairdresser Bangor Pet Aug 20 3rd Aug 28  
 JUDD, HENRY JOHN, Bournemouth, Ironmonger Poole Pet Aug 27 3rd Aug 27  
 LEE, CHARLES, Stourport, Baker Kidderminster Pet Aug 1 3rd Aug 29  
 MILLER, WILLIAM JAMES, Portland, Dorset, Builder Dorchester Pet Aug 16 3rd Aug 17  
 NICHOLAS, THOMAS FREDERICK BRUCE, Cheltenham, Journeyman Decorator Cheltenham Pet Aug 27 3rd Aug 27  
 PADBURY, GEORGE, Highbury, Cycle Maker High Court Pet Aug 6 3rd Aug 27  
 PAGE, FREDERICK, Wantage, Berks, Hairdresser Oxford Pet Aug 29 3rd Aug 29  
 PILLEY, FREDERICK WILLIAM, Exeter, Grocer Exeter Pet Aug 25 3rd Aug 28  
 POTTER, WALTER FREDERICK, Billericay, Essex, Clothier Chelmsford Pet Aug 22 3rd Aug 28  
 PUDICOMBE, WILLIAM HENRY JONES, Torre Devons, Painter Exeter Pet Aug 29 3rd Aug 28  
 PUGH, JOHN, Bangor, Saddler Bangor Pet Aug 23 3rd Aug 28  
 ROBINSON, WALTER WILLIAM, Harrow on the Hill, Builder St Albans Pet Aug 27 3rd Aug 27  
 RUSSELL WILLIAM, Bradford, Fruit Merchant Bradford Pet Aug 25 3rd Aug 28  
 SAVILL, LEONARD WEBB, London Fields, Soda Manufacturer High Court Pet Aug 9 3rd Aug 25  
 SHERLOCK, GEORGE, Dartford, Clerk Rochester Pet Aug 29 3rd Aug 29  
 SMITH, JAMES, and EDWARD CHARLES SMITH, Commercial rd, Boot Dealers High Court Pet Aug 2 3rd Aug 25  
 STOBBS, ARTHUR LANCASTER, Burned, Essex High Court Pet Aug 28 3rd Aug 28  
 TAYLOR, ROBERT, Brassington, Derbys, Builder Derby Pet Aug 27 3rd Aug 27  
 TREMATH, WILLIAM, Borthbridge, Devon, Carrier Plymouth Pet Aug 27 3rd Aug 27  
 VILLAIN, PAUL, Goswell rd, Soapmaker High Court Pet Aug 20 3rd Aug 28  
 WALKER, JOHN OATES, Leeds, Provision Merchant Leeds Pet Aug 25 3rd Aug 28  
 WALLIS, JAMES SELBY, Bolton rd, St John's Wood, Builder High Court Pet Aug 10 3rd Aug 25  
 WATKINS, EDWIN, Jun, Chatham, Commission Agent Rochester Pet Aug 27 3rd Aug 27  
 WRIGHT, HENRY, Sheffield, Cycle Manufacturer Sheffield Pet Aug 25 3rd Aug 28

Amended notice substituted for that published in the London Gazette of Aug 10:  
 HOCKING, WILLIAM JOHN READ, Devonport, House Decorator Plymouth Pet Aug 14 3rd Aug 7  
 London Gazette, TUESDAY, Sept. 4.

## RECEIVING ORDERS.

BEARN, THOMAS WILLIAM, Chatham, Carpenter Croydon Pet Aug 29 3rd Aug 29  
 BROWN ARTHUR, Kingston upon Hull Printer Kingston upon Hull Pet Aug 27 3rd Aug 31  
 CORRETT, WILLIAM GEORGE, Gower st High Court Pet Aug 1 3rd Aug 1  
 ECKLES, JOHN, Warrington, Engineer Warrington Pet Aug 30 3rd Aug 30  
 HALKETT, HENRY JAMES, Plaistow, Plater High Court Pet Aug 29 3rd Aug 29  
 HASLAM, SAMUEL, Nottingham, Milliner Nottingham Pet Aug 1 3rd Aug 1  
 HOLY, CHARLES, Bangor, Journeyman Baker Bangor Pet Aug 31 3rd Aug 31  
 HULME, SAMUEL, Blackpool, Provision Dealer Preston Pet Aug 19 3rd Aug 30  
 JAMES, HENRY JOHN, Treorkey, Glam, Colliery Hauler Pontypridd Pet Aug 1 3rd Aug 1  
 KNIGHT, FREDERICK JOHNSTON, Billiter st, Merchant High Court Pet Aug 19 3rd Aug 30  
 LUCAS, CAREY, Nelson, Lancs, Weaver Burnley Pet Aug 31 3rd Aug 31  
 McDONALD, GRANT, Haymarket, Boot Maker High Court Pet Aug 2 3rd Aug 29  
 MANCHESTER, HIS GRACE the Duke of, Portman sq High Court Pet Aug 6 3rd Aug 29  
 MARTIN, RANDALL ARTHUR CHARLES, Carshalton, Surrey, Cycle Maker Croydon Pet Aug 30 3rd Aug 30

MORTIMER, EDWARD ERNEST, St Neots, Hunts, Pork Butcher Bedford Pet Aug 29 3rd Aug 29  
 PATRICK, HENRY JONES, Hastings, Traveller Hastings Pet Aug 30 3rd Aug 30  
 PHILLIPS, SAMUEL, Exeter, Forage Dealer Exeter Pet Aug 30 3rd Aug 30  
 PLANTE, ALBERT HOBSON, Hall Green, Worcester, Silver-smith Birmingham Pet Aug 1 3rd Aug 1  
 PURKIS, ALFRED ROBERT, Peterborough, Commercial Traveller Peterborough Pet Aug 18 3rd Aug 1  
 SHERIDAN, DUDLEY, Abchurch Ln High Court Pet Aug 12 3rd Aug 30  
 STANLEY, CHARLES HENRY, Walsall, Journeyman Saddler Walsall Pet Aug 29 3rd Aug 29  
 STANLEY, FREDERICK, Strand, Licensed Victualler High Court Pet Aug 31 3rd Aug 30  
 STEVENSON, WILLIAM, Bognor, Sussex, Builder Brighton Pet Aug 3 3rd Aug 31  
 TOMPKINS, RICHARD, Leicester, Licensed Victualler Leicester Pet Aug 30 3rd Aug 30  
 TUNBRIDGE, WILLIAM ALFRED, Nunhead, Surrey, Builder High Court Pet Aug 29 3rd Aug 29  
 TURTON, MARY JANE, Bradford, Confectioner Bradford Pet Aug 29 3rd Aug 29  
 WALTON, ARTHUR HAYDON, Nelson, Lancs, Cycle Maker Burnley Pet Aug 21 3rd Aug 31  
 WALTON, HARTLEY, Nelson, Lancs, General Mill Furnisher Burnley Pet Aug 21 3rd Aug 31  
 WARHURST, JOHN THOMAS, Poplar High Court Pet Aug 3 3rd Aug 30

Amended Notice substituted for that published in the London Gazette of Aug 31:

BROWER, SAMUEL WALTER, and CHARLES ABRAHAM BROWER, Sunderland, Wholesale Cabinet Makers Sunderland Pet Aug 6 3rd Aug 27

## FIRST MEETINGS.

ANTHONY, ALFRED, jun, Handsworth, Warehouseman Sept 14 at 11 174, Corporation st, Birmingham  
 BACKHOUSE, JOHN, Brockley, Kent, Yarn Merchant Sept 13 at 12 Bankruptcy bldgs, Carey st  
 BATTIN, EDWARD, New Teddgar, Mon, Clothier Sept 11 at 12 125, High st, Northey Tydfil  
 BEAUMONT, JOHN EDWIN, Leeds, Leather Merchant Sept 13 at 12 Off Rec, 22, Patern row, Leeds  
 BROWN, ARTHUR, Kingston upon Hull, Printer Sept 11 at 1 Off Rec, Trinity House lane, Hull  
 BROWN, FRED, Southropes, Furniture Broker Sept 11 at 11 Off Rec, 15, Osborne st, Great Grimaby  
 BUCKMASTER, EDWARD ARTHUR, Lubenham, Leicesters, Railway Signaller Sept 11 at 3 Off Rec, 1, Berridge st, Leicester  
 BUTTICE, THOMAS WILLIAM, Lincoln Sept 11 at 2.15 Off Rec, 4, Castle pl, Park st Nottingham  
 CAWREY, JOHN, Leicester Sept 11 at 12 Off Rec, 1, Berridge st, Leicester  
 CLARE, LEVI, Congleton, Cheshire, Grocer Sept 12 at 10.45 Off Rec, 23, King Edward st, Macclesfield  
 CLARE, THOMAS, Maidstone Sept 26 at 11 Off Rec, 9, King st, Maidstone  
 CLOVE, HARRY, Bradford, Butcher Sept 10 at 11 Off Rec, 31, Manor row, Bradford  
 COVEY, ELIAS, South Hampstead, Cycle Maker Sept 12 at 11 Bankruptcy bldgs, Carey st  
 EDWARDS, HARRY, Prittlewell, Essex, Grocer Sept 11 at 12 95 Temple chambers, Temple av  
 FINKELSTEIN, JACOB HENRY, Port Talbot, Glam, Paper Hangings Dealer Sept 11 at 11.30 Off Rec, 31, Alexandra rd Swansea  
 FOX, JOSHUA JOHN, Batley, York, Woollen Manufacturer Sept 12 at 3 Off Rec, Bank chambers, Batley  
 HADATH, WILLIAM, Harwich, Essex, Grocer Sept 11 at 2 Off Rec, 34, Princes st, Ipswich  
 HANCOCK, THOMAS WRIGHT, Swansea, Accountant Sept 11 at 12 Off Rec, 31, Alexandra rd, Swansea  
 HENDON, ELLWOOD, Kaling Sept 11 at 3 Off Rec, 95, Temple chambers, Temple av  
 HOLE, LEONARD, Hove, Sussex, Cattle Dealer Sept 12 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton  
 JACKSON, FRANCIS JOE, William Sutton Coldfield, Builder Sept 13 at 12 174, Corporation st, Birmingham  
 JOHNSON, MATTHEW, and GEORGE ELLIOTT, Benwell, Northumberland, Builders Sept 12 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne  
 JONES, ALFRED, Plas Lough Farm, nr Denbigh, Farmer Sept 12 at 11.45 Croydon Hotel, Denbigh  
 KNOWLES, SAMUEL HERBERT, Dewsbury, Commercial Traveller Sept 13 at 3 Off Rec, Bank chambers, Batley  
 MOLFE, FRANCIS, Birmingham, Wholesale Jeweller Sept 12 at 12 174, Corporation st, Birmingham  
 NICHOLAS, THOMAS FREDERICK BRUCE, Cheltenham, Journeyman Decorator Sept 11 at 4.15 County Court bldgs, Cheltenham  
 PACHE, ARTHUR HENRY, Birmingham, Plumber Sept 13 at 11 174, Corporation st, Birmingham  
 PHILLIPS, SAMUEL, Exeter, Forage Dealer Sept 27 at 10.30 Off Rec, 13, Bedford circus, Exeter  
 POTTER, WALTER FREDERICK, Billericay, Essex, Clothier Sept 12 at 12 95, Temple chambers, Temple av  
 REDFEARNS, WALTER K, Upton Park, Essex, Pawnbroker Sept 13 at 11 Bankruptcy bldgs, Carey st  
 RUSSELL, WILLIAM, Bradford, Fruit Merchant Sept 11 at 11 Off Rec, 31, Manor row, Bradford  
 SHERLOCK, GEORGE, Dartford, Kent, Clerk Sept 24 at 11.30 115, High st, Rochester  
 SMITH, L. L. CARDIFF, Furniture Factor Sept 11 at 12 117, St Mary st, Cardiff  
 TAYLOR, ROBERT, Brassington, Derbys, Builder Sept 11 at 4 Off Rec, 47, Pull st, Derby  
 TRENT, JOHN CHARLES HUGH, Hove, Coal Merchant Sept 12 at 11 Off Rec, 4, Pavilion bldgs, Brighton  
 TOMPKINS, RICHARD, Leicester, Licensed Victualler Sept 12 at 12 Off Rec, 1, Berridge st, Leicester  
 TONER, JAMES WILLIAM WALTER, Wyde Green, Warwick, Butcher Sept 12 at 11 174, Corporation st, Birmingham  
 TREMATH, WILLIAM, Borthbridge, Devon, Carrier Sept 11 at 11 4, Abchurch Lane, Plymouth  
 TURTON, MARY JANE, Bradford, Confectioner Sept 12 at 11 Off Rec, 31, Manor row, Bradford

WALKER, JOHN OATES, Leeds, Provision Merchant Sept 12 at 11 Off Rec, 22, Park row, Leeds  
 WATSON, THOMAS HORSPALL, Broad st House, Commission Agent Sept 14 at 12 Bankruptcy bldgs, Carey st  
 WHITELAW, ROBERT JAMES, Plaistow, Builder Sept 12 at 1 Bankruptcy bldgs, Carey st  
 WILKINSON, TOM, Wainfleet All Saints, Lincs, Ironmonger Sept 20 at 12.15 Off Rec, 4 and 6, West st, Boston  
 WINKEL, BARRED MACHIEL, Bishopsgate st, Oil Broker Sept 13 at 1 Bankruptcy bldgs, Carey st  
 WOODWARD, ALFRED JOHN, Kilmarnock, Rises, Pianoforte Manufacturer Sept 12 at 12 Bankruptcy bldgs, Carey st  
 WRIGHT, HENRY, Sheffield, Cycle Manufacturer Sept 11 at 12 Off Rec, Figuee in, Sheffield

## ADJUDICATIONS.

BAILEY, GEORGE, jun, Birmingham, Builder Birmingham Pet Aug 26 3rd Aug 1  
 BEARN, THOMAS WILLIAM, Upper Caterham, Surrey, Carpenter Croydon Pet Aug 29 3rd Aug 29  
 COLLINS, JAMES, Birmingham, Builder Birmingham Pet Aug 28 3rd Aug 30  
 CORRETT, WILLIAM GEORGE, Gower st High Court Pet Aug 1 3rd Aug 1  
 COVEY, ELIAS, South Hampstead, Cycle Maker High Court Pet Aug 1 3rd Aug 30  
 DUNK, G. R. York, Bottler York Pet Aug 9 3rd Aug 29  
 ECKLES, JOHN, Warrington, Engineer Warrington Pet Aug 30 3rd Aug 30  
 EVANS, DAVID JAMES, Lampeter, Cardigans, Clothier Carmarthen Pet Aug 15 3rd Aug 1  
 FITZWILLIAM, the Hon WILLIAM REGINALD WENTWORTH, Devonport High Court Pet Aug 16 3rd Aug 1  
 GREENWOOD, FRED, Derby, Builder Derby Pet Aug 11 3rd Aug 1  
 GRIMWOOD, CHARLES THOMAS, Cardiff, Marine Engineer Cardiff Pet Aug 31 3rd Aug 28  
 HALKETT, HENRY JAMES, Plaistow, Essex, Plater High Court Pet Aug 29 3rd Aug 29  
 HASLAM, SAMUEL, Carrington, Nottingham, Milliner Nottingham Pet Aug 1 3rd Aug 1  
 HAYMAN, GUSTAV, Hastings Hastings Pet Aug 29 3rd Aug 31  
 HEWLETT, ALBERT HENRY, Rock Ferry, Chester, Wholesale Butcher Liverpool Pet Aug 19 3rd Aug 29  
 HOCKNELL, S. C. Hove, Sussex, Gentleman Brighton Pet Aug 29 3rd Aug 31  
 HOLE, LEONARD, Hove, Sussex, Cattle Dealer Brighton Pet Aug 3 3rd Aug 31  
 HOLY, CHARLES, Bangor Bangor Pet Aug 31 3rd Aug 31  
 HULME, SAMUEL, Blackpool, Provision Dealer Preston Pet Aug 17 3rd Aug 31  
 INMAN, CHARLES WILLIAM, Ludgate hill, Solicitor High Court Pet Aug 22 3rd Aug 31  
 JAMES, HENRY JOHN, Treorkey, Glam, Colliery Hauler Pontypridd Pet Aug 1 3rd Aug 1  
 JAMES, JOHN WILLIAMS, St Thomas, Exeter, Corn Merchant Exeter Pet Aug 27 3rd Aug 30  
 JENKINS, HENRY, Bateman, Sunderland, Milliner Sunderland Pet Aug 8 3rd Aug 29  
 LUCAS, CAREY, Nelson, Lancs, Weaver Burnley Pet Aug 31 3rd Aug 31  
 MARTIN, HENRY WILSON, North Finchley, Fancy Goods Importer High Court Pet Aug 31 3rd Aug 29  
 MARTIN, RANDALL ARTHUR CHARLES, Carshalton, Surrey, Cycle Maker Croydon Pet Aug 30 3rd Aug 30  
 MATTHEWMAN, NEWMAN JOHN, Forest Gate, Essex High Court Pet Aug 9 3rd Aug 29  
 MORRIS, HORATIO SYKESHOPE, nr Snaith, Farmer Sheffield P. July 27 3rd Aug 1  
 MORTIMER, EDWARD ERNEST, St Neots, Hunts, Pork Butcher Bedford Pet Aug 29 3rd Aug 29  
 PATRICK, HENRY JONES Hastings, Traveller Hastings Pet Aug 3 3rd Aug 30  
 PAYNE, FRANK, Hammermith, Butcher High Court Pet Aug 13 3rd Aug 30  
 PHILLIPS, SAMUEL, Exeter, Forage Dealer Exeter Pet Aug 30 3rd Aug 30  
 RUTTER, EDGAR FRANCIS, South Kensington, Financial Agent High Court Pet Aug 30 3rd Aug 30  
 STANLEY, CHARLES HENRY, Walsall, Journeyman Saddler Walsall Pet Aug 29 3rd Aug 29  
 SWISS, ALFRED HENRY, Devonport, Stationer Plymouth Pet Aug 10 3rd Aug 30  
 TOMPKINS, RICHARD, Leicester, Licensed Victualler Leicester Pet Aug 30 3rd Aug 30  
 TREASURE, FRED, Bristol, Outfitter Bristol Pet Aug 29 3rd Aug 30  
 TUNBRIDGE, WILLIAM ALFRED, Nunhead, Surrey, Builder High Court Pet Aug 29 3rd Aug 29  
 TURTON, MARY JANE, Bradford, Confectioner Bradford Pet Aug 29 3rd Aug 29  
 WESTLAKE, WILLIAM BONDFIELD, Swansea, Merchant Swansea Pet Aug 13 3rd Aug 31  
 WILKINSON, TOM, Wainfleet All Saints, Lincs, Ironmonger Boston Pet Aug 17 3rd Aug 30

## ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

BAKER, CHARLES STUART, Sinclair rd, West Kensington, Civil Engineer High Court Rec. Off June 8, 1899 Adjud July 26, 1899 Resc & Annul Aug 27, 1900

## ADJUDICATION ANNULLED.

THOMSON, JOHN FRANKLIN, Markham sq, Chelsea, out of business High Court Adjud March 15, 1894 Annul Aug 31, 1900

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

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